

For KCC	Use:		
Effective [Date:		
District # .			

Spud date: _

_ Agent: _

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed

	Spot Description:
month day year	Sec Twp S. R E \
PERATOR: License#	feet from N / S Line of Section
ame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
dress 2:	(Note: Locate well on the Section Plat on reverse side)
ty:	County:
ntact Person:	Lease Name: Well #:
one:	Field Name:
DNTRACTOR: License#	Is this a Prorated / Spaced Field?
ime:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other	Depth to bottom of usable water:
Other:	Surface Pipe by Alternate: I II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
	Length of Conductor Pipe (if any):
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
rectional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Yes, true vertical depth:	Well Farm Pond Other:
ottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
A F-1	FIDAVIT
ΔFI	
	igging of this well will comply with K.S.A. 55 et. seq.
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Well Not Drilled - Permit Expired Date: _ Signature of Operator or Agent:

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

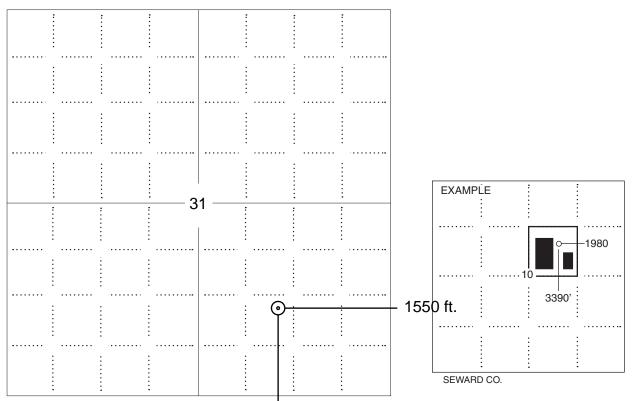
Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.) (Show footage to the nearest lease or unit boundary line.)



NOTE: In all cases locate the spot of the proposed drilling locaton.

1200 ft.

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

023837

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

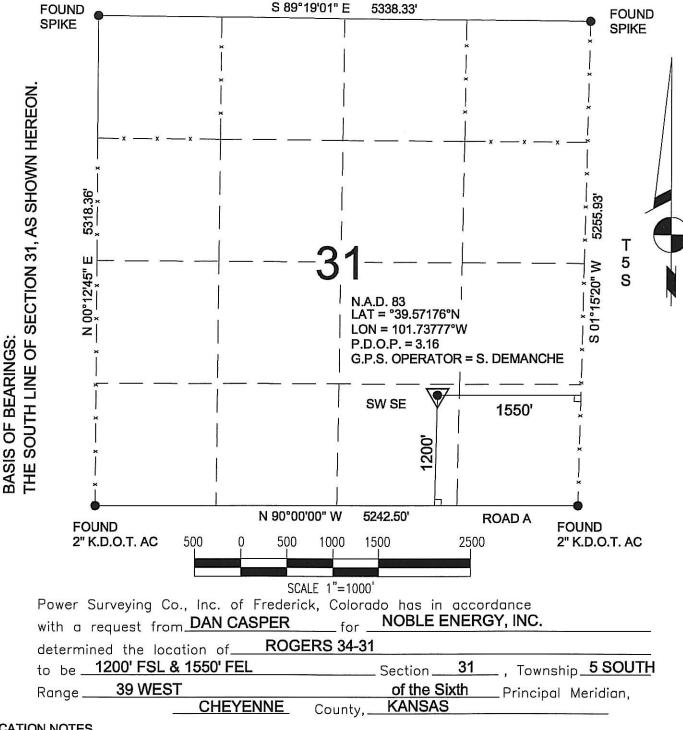
Operator Name:			License Number:			
Operator Address:						
Contact Person:			Phone Number:			
Lease Name & Well No.:			Pit Location (QQQQ):			
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Is the bottom below ground level? Yes No Pit dimensions (all but working pits): Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner? Yes No Length (feet) om ground level to deepest point: liner Describe proc					
Distance to nearest water well within one-mile	of pit	Depth to shallowest fresh waterfeet. Source of information:				
feet Depth of water well	feet Depth of water wellfeet		redwell owner electric logKDWR			
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all flow into the pit? Yes No Submitted Electronically		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: Number of working pits to be utilized: Abandonment procedure: Drill pits must be closed within 365 days of spud date.				
	KCC (OFFICE USE OF	NLY Steel Pit RFAC RFAS			
Date Received: Permit Number:		Permi	it Date: Lease Inspection: Yes No			











R 39 W

LOCATION NOTES

LOCATION FALLS IN: WHEAT STUBBLE

IMPROVEMENTS: E-W FENCE 200' SOUTH OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988 DATUM. GROUND ELEVATION = 3611'

DISTANCES AND BEARINGS ARE FIELD MEASURED UNLESS OTHERWISE NOTED.

LEGEND

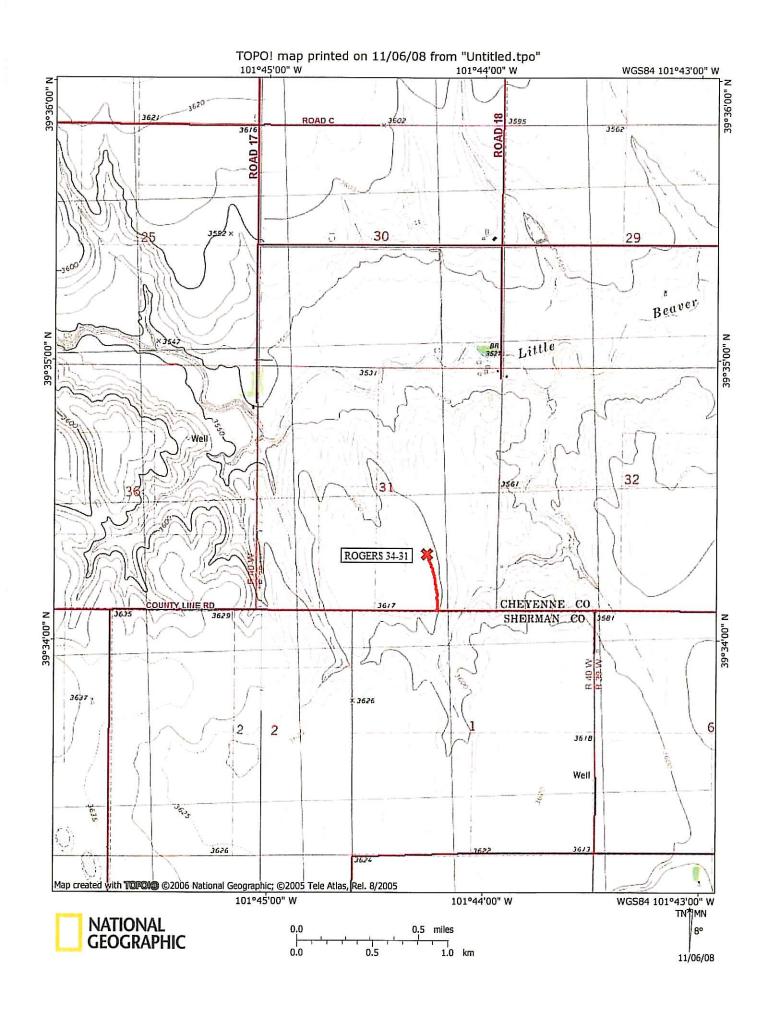
SECTION CORNER (AS NOTED)



PROPOSED WELL LOCATION



FIELD DATE: 11-5-2008 WO# 501-08-799 DATE OF COMPLETION: 11-6-2008



Ka/Neb/Colo Producers Form 88 - Paid Up

-:. 1-

OIL AND GAS LEASE

This Oil and Gas Lease (the Tease few See Richer autrached for Les	sor and made			(the *Et			to this I case are
mose kider attached for Addi	essidit	, and	J. Fred	lambright, I	m.,		or more), whose address is
Lessee, whose address is 125 North	n Market,	Suite	1415,	Wichita	, KS 6	57202	, 41
of the consideration of the consideration of the consideration of the purpose of carrying saving oil, gas, and other hydrocarbons, and lor necessary or convenient for the economical operation of the conomical operation operation of the conomical operation opera	on geological, geophy constructing roads, ta tion of the Lands alon	ucal, or other o	exploration work building tanks,	k, core drilling and t storing oil, building	tentize, poor, he drilling, n power statu	or combine al uning, and ope ins, telephone	erating for, producing, and lines, and other structures
The Lands are deemed to contain	1,360	actes for	No.	EAL at 1	day of L.30	nt was file	HEYENNE COUNTY ad for record on the A. M. and recorde age 702 - 704 Deeds
2. This Lease shall remain	n force for a primary						
her hydrocarhons are, or can be produced from t stion may automatically renew this lease and extension to I	he Lands On or befored the Primary Term	e five (5) year or an addition	years (the 'Prin 's from the Effec	nary Term*) from the tive Date, if this Le	e Effective D ase is not othe	ate and as long crwise continu	g thereafter as oil, gas, or sed in force, Lessee, at its

- option may automatically renew this lease and extend the Primary Term for an additional five (5) year term if, on or before five (5) years from the Effective Date, Lessee tenders consideration to Lessor, in the amount equivalent to the initial bonus payment (per net mineral acre) as to the lands covered by this lease
- The royalites to be paid by Leaser are (a) on oil and other liquid hydrocarbons, one-eighth (1/k²) of that produced and saved from said land, the mits peacession, paying the market price therefore prevailing for the field where produced on the date of purchase, (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of produced state of purchase, (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of produced on the well of one-eighth (1/k²) of the product sold or used off manufacture of products therefrom will be paid after deducting from such royalty Leaser's proportionate amount of all post-production costs, including but not limited to the well, the royalty shall be one-eighth (1/k²) of the net proceeds from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be one-eighth (1/k²) of the net proceeds realized from such sale, after deducting from such royalty Leasur's proportionate amount of all of the above post-production costs and expenses, if any. Where there is a gas well or wells on the Lands subject to this Lease or lands pooled with the Lands, where there is a gas well or wells on the Lands subject to this Lease or lands pooled with the Lands, where before or leeping this Lease in force under any of its terms or provisions, Lease may pay as royalty to Leavor (and if within the Primary Term such payment shall be in Ideal related to this Lease (the shut-in royalty). Payments of shut-in royalty are to be made to the depository, hause, and if the wells are made to the depository, the manufacture of promises of the primary term such payment shall be in Ideal shut-in, and there is no other production of the first that in royalty are to be made to the depository to the wells are shut-in royalty are to be made to the depository.
- 4 If at any time prior to the discovery of oil or gas or other hydrocarbons on the Lands, and during the Primary Term, Lessee drills a dry hole or holes on the Lands, this Lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing Rental Paying Date, or Lessee begins or resumes
- If Lessor owns a lesser interest in the Lands than the entire and undivided fee simple estate in the minerals, any royalty and Rentals which may be due or payable shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. Lessee's failure to proportionately reduce Rentals shall have no effect on the right to reduce royalties to correspond with Lessor's actual interest in the mineral estate in the Lands
- 6 Lessee is granted the right to use, free of cost, gas, oil, and water found on or under the Lands, for all of Lessee's operations, except water from damages caused by its operations to growing crops on the Lands. No well shall be drilled nearer than 200 feet to any house or barn located on the Lands on the Effective Date structures relaced on the Lands. Lessee has the right at any time during or after the expiration of this Lease, to remove all machinery, fixtures, buildings, and other structures relaced on the Lands including the right to draw and remove all easing.
- If the estate of either party is assigned, the privilege of assigning in whole or in part being expressly allowed, the terms of this Lease shall extend to the of Lessor, under this Lease shall be funding on the Lease until 60 days after it has been furnished with written notice of the change accompanied by the original recorded appointment or certified copy of the conveyance, a tertified copy of the Will and probate proceedings of any decreased owner, or a certified copy of the proceedings showing the necessary to show a complete chain of title to the interest chained. All advanced payment of Rentals made before the end of the 60-day period following Lessee's receipt of documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.
- No change or division in the ownership of the Lands, Rentals, or royalties, however accomplished, shall enlarge the obligation or diminish the rights of a the Lessee. In the event of an axignment in whole or in part by Lessee, the liability for breach of any obligation of this Lease shall rest exclusively on the owner of the portion of the Lease committing the breath. Letnee has no obligation to offset wells on separate tracts into which the Lands may be divided by sale, devise, descent or otherwise, or to payment of the proportionate part of the Rentals due, the default shall not operate to affect this Lease insofar as it covers a part of the Lands may be divided by sale, devise, descent or otherwise, or to payment of the proportionate part of the Rentals due, the default shall not operate to affect this Lease insofar as it covers a part of the Lands on which Lessee or any other carries of the Lands on which Lessee or any other construment executed by all the parties designating an agent to receive payment of royalties for all the parties.
- Q. Lessor warrants and agrees to defend title to the Lands and agrees Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages of or other liens existing, levied or assessed on or against the Lands. If Lessee exercises this option it shall be subrogated to the rights of any holder or holders of the liens or claims and may reimburse itself by applying to the amounts paid to discharge any mortgage, tax or other lien, any royally, shut in royally, or Rentals accruing to the account of
- 10. If Lease commences operations for drilling at any time while this Lease is in force, this Lease shall remain in force and its terms shall continue so long as those operations are prosecuted. If production results from the operations, the Lease shall remain in effect as long as production continues.
- II. If, during the Primary Term, production on the Landa ceases from any cause, this Lease shall not terminate provided operations for the drilling of a shove. If after the expiration of the Primary Term, production on the Landa ceases from any cause, this Lease shall not terminate provided operations for the drilling a shove. If after the expiration of the Primary Term, production on the Landa ceases from any cause, this Lease shall not terminate provided Leasee resumes operations for drilling a well or cummences reworking operations on a well within one hundred and eighty (180) days from the date of ceasation of production. This Lease shall remain in force during the prosecution of the operations and, if production results or resumes, as long as production continues.
- At any time Lessee may surrender this Lease in whole or in part by delivering or mailing a release to the Lessor, or by placing the release of record in the county where the Lands are located. If the Lease is surrendered on only a portion of the Lands, all payments and liabilities that acrose as to the released portion of the Lands shall cease and any subsequent Rentals that may be paid may be apportioned on an acreage havis. As to the portion of the Lands not released, the terms and provisions of this

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All provisions of this Lease, expuss or implied, shall be subject to all federal and state laser and the orders, rules, or regulations of all governmental agencies administrating them. This Lease shall not in any way be terminated in whole or in part, nor shall Lease be liable in damages for fadure to comply with any of the appraisa or implied provisions of the Lease if the fadure remote from any such laws, orders, rules or regulations. If Lease is prevented from shifting a well during the last us months of the Primary Term by the order of any contituted actionity having jurisdiction, or if Lease is the period to distall a well due to the uncontability of during the fact to the primary Term of this Lease shall continue for six menths after the order is suspended ansilor the equipment is available. Lease shall now Restale I cance, at recognism is granted the right and power to videnantly pool, unitate, or combine all or any normon of the Lands as in cell and/or gaz, with any outer adjacent tands, or fearly, when in Lecose's judgment of its necessary or advisable to do so in order to properly develop and operate the Lense, or to ebban the maximum enterts for a gaz with principles of the case of gaz wats on extended pooling may be in units not exceeding forty (40) acres for so individipling a tolerance of 10%, and 640 Leaves with principles of case of a collection to any spring, well only patient that may be procuried by governmental auditatives to the case of the country where the Lands are focused an instrument identifying the rate and described accept. All accepts profet into a most while the next till for any preparate, except the payment of royalize, as of a were included in this Lease. Diffuse or recognition, the completion of a well as administration of the configuration, or the completion where, or the characteristic series in the configuration of the lands whether of not the world on the lands actually covered by this Lease in face of the production of the lands are configurated and the lands whether of not the world or when the lands actually covered by this Lease. In face of the lands all principles of the lands are balled in the lands and the lands of accept mental amount of accept mental and on a street pointed in the land, in the land and the lands of accept mental amount of accept mental and on the configuration of the lands and the lands of the lands are configurated in the lands of the lands are configurated in the lands of the lan That is core untiall restorms, institution, and conducted shall extend to and to hitching on all succession granters and assigns of Lemma and Lensee In a case is decented to a color as of the distance of the accumulation and I color as signature, but shall be decined effective for all purposes as of the lifetime Date Lesson Michael L. Rogers, Truspee of Johne Rogers, Thustee of the Michael L. Rogers Revocable Living Thust UTD Johne Rogers Revocable Living Thist UID November 25, 1996 November 25, Acknowledgment For Individual STATE OF Kansas COUNTY OF Chevenne Before me, the undersigned, a Notary Public, within and for said county and state, on this 20th day of Michael L. Rogers, Trustee and Johns Rogers, Trustee 20 03, personally appeared and to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that ____ executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official scal the day and year last above written My commission expires 8/05/06 **Acknowledgment For Corporation** STATE OF NOTARY PUBLIC STATE OF KANSAS COUNTY OF _____ JOHN G. FOSTER MY APPT. EXPIRES 5-06-06 Be it remembered that on this _ ___dny of _____, 20_____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county of ___, came known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My commission expires _

Notary Public

"Rider"

Attached hereto and made apart hereof a certain Oil and Gas Lease dated May 20, 2003.

The parties to this lease are Michael L. Rogers, Trustee of Michael L. Rogers Revocable Living Trust UTD November 25, 1996 and JoAnne Rogers Trustee of the JoAnne Rogers Revocable Trust UTD November 25, 1996 whose address is S. F. 2 Box 119, St. Francis, Kansas 67756. as Lessor

The lands are located in Cheyenne County, Kansas and are described as follows:

Each tract is treated as a separate Oil and Gas lease as set forth below

Township 5 South, Range 39 West Section 1: Tract #1: NE/4 (160 acres) Section 29: Tract #2: SW/4 (160 acres) Tract #3: SE/4 (160 acres) Section 30: Tract #4: E/25E/4 (80 acres) (160 acres) Section 31: Tract #5: NE/4 Tract #6: SE/4
-Section 32: Tract #7: NW/4 (160 acres) (160 acres) Tract #8: SW/4 (160 acres) Tract #9: NE/4 (160 acres)

Nothwithstanding any provisions of this lease, or any wording contained in this lease such as "the Lands", "the Lease", "leasehold", or any similar terms, each of the separtely designated Tracts to this Lease shall be treated for all purposes as a separate and distinct lease. All of the provisions contained in this lease shall be applicable to each separate and be construed as if a separate Lease Agreement had been made and executed covering separate Tract.

Michael L. Rogers, Trustee of the Michael L. Rogers Revocable

Living Trust UTD November 25, 1996

Joanne Rogers, Trustee of the JoAnne Rogers Revocable Living Trust

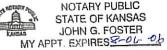
UTD November 25, 1996

Form 71 (Rev. 1981) AFFIDAVIT OF POSSESSION





By Fee Owner Michael L. Rogers ____, being first duly sworn deposes and savs: Michael L. Rogers Chevenne County, Kansas that I am of lawful age and reside in_ Chevenne That I am the owner of lands situated in the County of _____, described as follows, to-wit: Township 5 South, Range 39 West Section 1: NE/4 Section 29: S/2 Section 30: E/2SE/4 Section 31: E/2 Section 32: W/2, NE/4 _____Township _____ Range ____ and containing 1,360 acres, more or less, That I, have been in open, adverse, exclusive, continuous, and undisputed possession of said lands for 1+ more than_ _years last past. That I am paying taxes on, occupying and cultivating said land. Further affiant saith not. STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL COUNTY OF_Cheyenne (KsOkCoNe) SS. Before me, the undersigned, a Notary Public, within and for said County and State on this 20th day of_ And 2003, personally appeared Michael L. Rogers , to me personally known to be the identical person_who executed the within and foregoing instrument and acknowledged to me that he the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above My commission expires___ 8/06/06 Join G. Foster



MEMORANDUM OF TITLE

The following information has been obtained from a careful search of the records in the office of the Register of Deeds of the County of Cheyenne, State of Kansas:

1. DESCRIPTION OF LAND INVOLVED: Acres total 1,360

TOWNSHIP 5 SOUTH, RANGE 39 WEST

Tract 1: Section 1: NE/4 (160 acres)

Tract 2: Section 29: S/2 (320 acres); Section 30: E/2SE/4 (80 acres);

Section 31: E/2 (320 acres) and Section 32: W/2 & NE/4 (480 acres)

2. RECORD OWNER, AND HOW ACQUIRED: Date: 12/31/98, B116/313, 314 NOND

Grantor: Michael L. Rogers and JoAnne Rogers, h/w

Grantee: Michael L. Rogers, trustee of the Michael L. Rogers Revocable Living Trust 11/25/96 JoAnne Rogers, trustee of the JoAnne Rogers Revocable Living Trust 11/25/96

Tract 1: Date: 12/18/98 B116/315-316, WD

Grantor: Cleone Hendricks, and etal

Grantee: Michael L. Rogers, trustee of the Michael L. Rogers Revocable Living trust UTD 11/25/96 and JoAnne Rogers, trustee of the JoAnne Rogers Revocable Living trust UTD 11/25/96

Tract 2: Date 11/25/92 B98/489, QCD

Grantor: Farmers Home Administration

Grantee: Michael L. Rogers and JoAnne Rogers, h/w

3. OUTSTANDING MINERAL RIGHTS:

None

4. UNRELEASED OIL & GAS LEASES, EXCEPT WHERE PRIMARY TERM HAS EXPIRED

None

5. UNRELEASED MORTGAGES: Date 12/31/98 B126/378 Amount \$190,000.00

Mortgagor: Michael L. Rogers, trustee of the Michael L. Rogers Revocable trust UTD 11/25/96 and

JoAnne Rogers, trustee of the JoAnne Rogers Revocable trust UTD 11/25/96.

Mortgagee: First National Bank, St. Francis, KS

6. ADDITIONAL REMARKS:

Tenants: None

Signed:

John G. Foster Dated: May 21, 2003

lu G. John

AFFIDAVIT BY TRUSTEE(S)

COMES NOW the undersigned, of lawful age and upon his/her/their oath(s) being first duly sworn, and state(s) as follows:
1. That this affidavit is made in connection with the following lands in Cheyenne County, Kansas, to-wit: Townsip 5 South, Range 39 West Section 1: NE/4, Section 29: S/2 Section 30: E/2SE/4, Section 31: E/2 Section 32: W/2, NE/4
2. That N am/we are the presently-existing trustee(s) of that trust known as Michael L. Rogers & Joanne Rogers Revocable LivingTrust UTD 11/25/96
3. That said trust is revocable/irrevocable, and is presently in existence.
4. That %xam/we are authorized, without limitation, to execute and deliver to J. Fred Hambright, Inc. as lessee, an oil and gas lease or leases covering the above-described lands for a primary term of Five year paid up/option or to (describe the transfer)
[NOTE: Complete the following only if the trust is revocable.]
5. That the original grantor-settlor of said trust was Michael L. Rogers and JoAnne Rogers h/w living/WHYSOGERERSERSOFFFEEEEEEEEEEEEEEEEEEEEEEEEEEEE
6. [If grantor-settlor living] The grantor-settlor is the grantor-settlor is Michael L. Rogers & JoArne Rogers , and said spouse is Proposed same spouse who joined in execution of the deed of said lands into the trust.
7. [If grantor-settlor deceased] The grantor-settlor is deceased, and the surviving spouse is not the same spouse who joined in execution of the deed of said lands into the trust.
FURTHER AFFIANT(S) SAITH NAUGHT. Michael L. Rogers, Trustee Joanne Rogers, Trustee
SUBSCRIBED AND SWORN TO this 20th day of May x 2003.
STATE OF Kansas Cheyenne COUNTY OF NOTARY PUBLIC NOTARY PUBLIC STATE OF KANSAS JOHN G. FOSTER MY APPT. EXPIRES 106/06
BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My Commission Expires: 8/06/06 NOTEDWITH BLOWN STATE OF KANSAS NOTATION FORTER NOTEDWITH BLOWN STATE OF KANSAS NOTATION FORTER NOTATIO
MY APPT. EXPIRES 06/06